

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Row 44, Inc.		06/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alaska Airlines, Inc.		
Street Address:	19300 International Blvd.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98188		
Entity Type:	CORPORATION: ALASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77089262	JETSTREAM NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(415)984-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	markmiller@omm.com		
Correspondent Name:	Mark E. Miller		
Address Line 1:	275 Battery Street		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	11140-039		
NAME OF SUBMITTER:	Mark E. Miller		
Signature:	/mem/		
Date:	06/08/2007		

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Total Attachments: 3

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GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST, dated as of June 5, 2007, is entered into by and among Row 44, Inc., a Delaware corporation (the "**Grantor**"), and Alaska Airlines, Inc., an Alaska corporation (the "**Lender**").

WHEREAS, the Company owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into a Convertible Secured Promissory Note Purchase Agreement, dated as of June 5, 2007 (said Convertible Secured Promissory Note Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Purchase Agreement**") with the Lender, pursuant to which the Lender has made certain commitments, subject to the terms and conditions set forth in the Purchase Agreement, to extend certain financial support to the Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement, dated as of June 5, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), between the Grantor and the Lender, the Grantor has created in favor of the Lender a security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Lender pursuant to the Security Agreement, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers thereunto duly authorized as of the date hereof.

ROW 44, INC.

By: _____
Name: John Gordon
Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country	Registration/ Application Number	Registration/ Application Date
JETSTREAM NETWORKS	U.S.	77089262	January 23, 2007